

29

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

**SEXUAL SIN DE UN ABDUL BLUE,
13694 Mecca Street
Detroit Michigan 48227**

Plaintiff,

In pro se

v.

**DOUG VAN FRANCIS ORSDALL,
1866 Cambridge Ave
Atlanta GA 30337**

John Doe 1

John Doe 2

Defendant.(s)

Case:2:19-cv-13249
Judge: Roberts, Victoria A.
MJ: Whalen, R. Steven
Filed: 11-04-2019 At 04:04 PM
CMP SEXUAL SIN DE UN ABDUL BLUE VS
ORSDALL (DP)

Introduction

This action is against the Defendant, DOUG VAN ORSDALL ("Defendant" or "Mr. Van Orsdall") for TORTIOUS INTERFERENCES WITH AN ADVANTAGEOUS BUSINESS RELATIONSHIP OR EXPECTANCY, BREACH OF CONTRACT, UNJUST ENRICHMENT, CONVERSION and FRADULENT MISREPRESENTATION.

COMPLAINT

COMES NOW, the Plaintiff, **SEXUAL SIN DE UN ABDUL BLUE** (the "Plaintiff" or "Mr. Blue") and says as follows:

PARTIES

1. Plaintiff, **SEXUAL SIN DE UN ABDUL BLUE** is an individual and is a resident of the State of Detroit.
2. At all times material, Defendant, **DOUG VAN ORSDALL** was and is a resident of the State of Georgia.

SUBJECT MATTER JURISDICTION AND VENUE

3. Plaintiff brings this lawsuit under federal diversity jurisdiction, 28 U.S.C. §1332, as the parties are completely diverse in citizenship and the amount in controversy exceeds \$75,000.
4. Venue in this district is proper under 28 U.S.C. §1391 because the Defendant did business in this district, and a substantial part of the events giving rise to the claims described herein occurred in this District.
5. This Court has pendent jurisdiction pursuant to 28 U.S.C. §1367 for any state law claims.

GENERAL ALLEGATIONS

6. In approximately June 14, 2019, Plaintiff entered into a co-ownership Contract (the "Contract") with Defendant for the co-ownership of a male American Kennel Club ("AKC") registered Chinese Shar Peis, by the name of Sir Blackie of Sexual Blue ("Blackie"), who was born on August 06 2018, with AKC number NP52029902

7. For the past few years, Plaintiff has bred Shar Peis and the pups that he breeds sell for between \$1,600 - \$3,500.
8. At the time that Plaintiff entered into the Contract with the Defendant, he was in contact with multiple "future breeders" that he intended to breed Blackie with.
9. Each future breeder had a female Shar Peis.
10. The Defendant as part of the Contract agreed to show Blackie at dog shows, as doing so would raise the price for Blackie's breeding services, especially if Blackie placed high at said dog shows.
11. In complete violation of the Contract, Defendant refused to show Blackie at dog shows, and refused to allow Plaintiff to have access to Blackie, so that Blackie could meet with the future breeders.
12. In complete violation of the Contract, Defendant refused to and continues to refuse to provide Plaintiff with updates on the health of Blackie or to provide pictures of Blackie.
13. Additionally, Plaintiff owns several female Shar Peis, and when those females came into heat and were ready for breeding, in complete violation of the Contract, Defendant refused to allow Plaintiff to have access to Blackie, so that Blackie could breed with said females.
14. During Plaintiff's last conversation with Defendant he has indicated that he did not want to deal with Plaintiff and that he will not be honoring the Contract.
15. Because of Defendant's actions Plaintiff has lost the opportunities as set forth in this Complaint.

16. Attached to this Complaint as **Composite Exhibit "A"** are copies of the Contract and Composite "D AND E" list communications between the Plaintiff and Defendant regarding this matter.

Count 1 – Defendant, Mr. Van Orsdall

**(TORTIOUS INTERFERENCES WITH AN ADVANTAGEOUS BUSINESS
RELATIONSHIP OR EXPECTANCY)**

17. Plaintiff asserts and re-alleges the allegations set forth above, as if fully set forth herein.
18. Plaintiff had an advantageous business relationship and expectancy with future breeders as set forth in the Complaint.
19. Defendant was aware of the Plaintiff's advantageous business relationship and expectancy with the future breeders.
20. Defendant, directly and through his employees, agent, and representatives, intentionally, improperly, and without justification interfered with Plaintiff's advantageous business relationship and expectancy with the future breeders.
21. The interference was done solely to further Defendant's own business interests and Defendant acted with malice in interfering with Plaintiff's business relationship and expectancy.
22. As a direct and proximate result of Defendant's actions as described above, each of Plaintiff's business relationships and expectancies were suspended or damaged.
23. As a direct and proximate result of Defendant's wrongful actions as described above, Plaintiff has sustained damages including but not limited to, monetary damages, loss of earning and earning capacity, past and future lost earnings, loss of career opportunities, loss of professional reputation and esteem in the

community, mental and emotional distress, and loss of the enjoyment of the ordinary pleasures of everyday life.

WHEREFORE, on Count 1 of this Complaint, Plaintiff demands judgments against Defendant, for attorneys' fees and prays for legal and equitable relief as deemed necessary by the Court. Plaintiff also demands punitive damages, as applicable, as the conduct of the Defendant involves malice and a degree of aggravation that would entitle the Plaintiff to punitive damages.

Count 2 – Defendant, Mr. Van Orsdall

(BREACH OF CONTRACT)

24. Plaintiff asserts and re-alleges the allegations set forth above, as if fully set forth herein.

25. Plaintiff entered into the Contract with the Defendant.

26. The Defendant has willfully failed to perform under the Contract and breached the Contract, even though the Plaintiff performed all of his duties under the Contract.

27. All conditions precedent to full performance on the part of the Defendant occurred.

28. The Plaintiff has requested that the Defendant abide by the terms of the Contract.

29. As a direct and proximate cause of the breach of the Contract, Plaintiff has suffered damages and continues to suffer damages.

WHEREFORE, on Count 2 of this Complaint, Plaintiff demands judgments against Defendant, for attorneys' fees and prays for legal and equitable relief as deemed necessary by the Court. Plaintiff also demands punitive damages, as applicable, as the conduct of the Defendant involves malice and a degree of aggravation that would entitle the Plaintiff to punitive damages.

Count 3 – Defendant, Mr. Van Orsdall

(UNJUST ENRICHMENT)

30. Plaintiff asserts and re-alleges the allegations set forth above, as if fully set forth herein.

31. The Plaintiff provided Defendant with property and materials in reliance upon Defendant's promises to provide goods and services.

32. The Defendant has enjoyed and retained the Plaintiff's, property and materials without providing the full goods and services and promised.

33. The Defendant has been unjustly enriched by the property and materials received by the Plaintiff.

34. Plaintiff has been damaged monetarily; excluding costs and attorney fees, as well as Defendant has unlawfully retained property and materials that belong to Plaintiff.

WHEREFORE, on Count 3 of this Complaint, Plaintiff demands judgments against Defendant, for attorneys' fees and prays for legal and equitable relief as deemed necessary by the Court. Plaintiff also demands punitive damages, as applicable, as the conduct of the Defendant involves malice and a degree of aggravation that would entitle the Plaintiff to punitive damages.

Count 4 – Defendant, Mr. Van Orsdall

(CONVERSION)

35. Plaintiff asserts and re-alleges the allegations set forth above, as if fully set forth herein.

36. Plaintiff at all relevant times possessed title to the property and materials that he provided Defendant.

37. Plaintiff provided limited authorization to Defendant to use Plaintiff's property and material as consistent within the Contract, provided that Defendant also complied with the Contract.

38. Defendant has used Plaintiff's property and materials without Plaintiff's permission and without any lawful right to do so.

39. Plaintiff has repeatedly, both orally and in writing, demanded that Defendant return his property and materials.

40. The Defendant has, both expressly and by his silence, refused to return Plaintiff's property and materials.

41. Defendant has unlawfully taken and asserted dominance over Plaintiff's property and materials.

42. The acts described above constitute an unlawful conversion of Plaintiff's property and goods, resulting in damages to Plaintiff.

WHEREFORE, on Count 4 of this Complaint, Plaintiff demands judgments against Defendant, for attorneys' fees and prays for legal and equitable relief as deemed necessary by the Court. Plaintiff also demands punitive damages, as applicable, as the conduct of the Defendant involves malice and a degree of aggravation that would entitle the Plaintiff to punitive damages.

Count 5 – Defendant, Mr. Van Orsdall

(FRAUDULENT MISREPRESENTATION)

43. Plaintiff asserts and re-alleges the allegations set forth above, as if fully set forth herein.

44. Defendant intentionally made false representations of material facts to the Plaintiffs regarding the contracts. 49. Defendant' representations were false when they were made. 50. Defendant knew that their representations were false when they were made or they made them recklessly, without knowing whether they were true. 51. Defendant intended that Plaintiffs rely on the representations. 52. Plaintiffs relied on Defendant' false representations in and providing property and materials to Defendant. 53. As a result of Defendant fraudulent misrepresentations, Plaintiffs have suffered substantial economic losses. 54. Plaintiffs suffered substantial economic losses as a result of paying money and providing property and materials to Defendant, and their losses benefited Defendant. Defendant has a history of Theft by deception, and Bad Checks.

WHEREFORE, on Count 5 of this Complaint, Plaintiff demands judgments against Defendant, for attorneys' fees and prays for legal and equitable relief as deemed necessary by the Court. Plaintiff also demands punitive damages, as applicable, as the conduct of the Defendant involves malice and a degree of aggravation that would entitle the Plaintiff to punitive damages.

Count 6 – Defendant, Mr. Van Orsdall

(INJUNCTIVE RELIEF)

45. Plaintiff asserts and re-alleges the allegations set forth above, as if fully set forth herein.

46. Pursuant to Federal Rule of Civil Procedure 65, Plaintiff can seek injunctive relief.

47. Specifically, Plaintiff seeks to have an Injunction that sets forth a prohibition against the Defendant selling, breeding or refusing to provide access to the Plaintiff to Blackie.

48. The Plaintiff is likely to succeed on the merits of its claims against the Defendant.

49. To the extent that the balance of hardships is weighed in this matter, the Defendant will not suffer substantial harm if the Plaintiff's request is granted.

50. The balance of hardships weighs in Plaintiff's favor.

51. Plaintiff will suffer irreparable and imminent harm if requested injunctive relief is not granted.

52. Plaintiff has no other adequate remedy at law.

53. There is no adverse public interest that will result from the granting of injunctive relief in this matter.

WHEREFORE, on Count 6 of this Complaint, Plaintiff demands judgments against Defendant, for attorneys' fees and prays for legal and equitable relief as deemed necessary by the Court. Plaintiff also demands punitive damages, as applicable, as the conduct of the Defendant involves malice and a degree of aggravation that would entitle the Plaintiff to punitive damages.

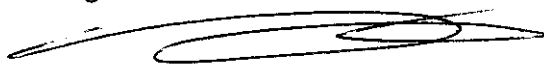
CERTIFICATION AND CLOSING

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

I agree to provide the Clerk's Office with any changes to my address where case related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: November 04, 2019.

Signature of Plaintiff

A handwritten signature in black ink, consisting of a series of loops and strokes, positioned above a horizontal line.

Plaintiff Sexual Blue Exhibit (a).

Co-Ownership agreement signed between the parties

Agreement/Co-Ownership Contract

The following agreement and co-ownership contract is between Doug VanOrsdall and Sexual Sindeun Abdul Blue regarding the male Chinese Sharpei Puppy known as "Sir Blackie of Blue Sexual". As to the remainder of this agreement, all language will refer back to "Sir Blackie of Blue Sexual" or "Said Dog".

In consideration of the full and final sum of One Thousand Two Hundred U. S. Dollars, (\$1,200.00 USD) paid to Sexual Sindeun Abdul Blue by Doug Van Orsdall by PayPal transaction transfer of funds, the agreement herein is to clarify and state the intentions of both parties. Said dog will reside with new owner, Doug Van Orsdall at all times and there shall be no exceptions to that. This contract is to outline the stud services and/or puppies produced by said dog. The following conditions shall apply at all times:

1. The current owner, Sexual Sindeun Abdul Blue shall sign the registration paperwork naming Doug VanOrsdall as the new co-owner of said dog and Sexual Sindeun Abdul Blue will be named as co-owner of said dog. Doug Van Orsdall, will be given the original registration of said dog at the same time said dog is picked up and delivered to Doug Van Orsdall. Doug Van Orsdall shall retain the original of said pedigree and registration with AKC, a/k/a American Kennel Club in his possession at all times.
2. When said dog reaches 18 months of age, be ready to breed provided said dog has passed all health certifications. If said dog is unable to sire a litter of puppies within the first three years of his age, this contract/co-ownership agreement is void and dog will remain in the possession of co-owner Doug Van Orsdall for the remainder of his life.
3. All puppies produced from the breeding of said dog will be micro-chipped and properly registered pursuant to the American Kennel Club, prior to being delivered to their new homes. All future puppies may also be dually registered in other registries.
4. Owner, Doug Van Orsdall, agrees to take full responsibility for said dog and agrees to provide quality nutrition, pay all medical expenses and showing expenses when showing said dog.
5. Owner, Doug Van Orsdall agrees in case of accident or injury to notify co-owner immediately of said condition of said dog. Doug Van Orsdall assumes responsibility for any and all veterinary care.
6. The decision of whether or not said dog will be bred is at the full discretion of owner Doug Van Orsdall. Any future female Chinese Sharpei that is made available for breeding to said dog, the female dog must be registered with one of the major world dog registries and said female must be in good health and have proper medical care to keep said bitch in good health so as to produce quality puppies out of said breeding. In addition, owner of any said female dog must produce a current Canine Brucellosis negative result document and proof of rabies immunization along with proof of current heartworm medication/prevention. Last, it is at the sole discretion and responsibility of owner of any future female Chinese Sharpei to take care of

said female during her pregnancy and any and all puppies sired from said litter will be the responsibility of said co-owner.

7. Both Co- Owners agree that marketing and sales of all puppies will be at the discretion of owner, Doug Van Orsdall. Also, after the first litter of puppies reach the age of accountability and enough data has been sent regarding the quality of conformation, hips and temperament, Doug Van Orsdall will decide if said bitch shall be used again for any other future breedings.
8. Should owner, Doug Van Orsdall, find himself unable to continue for the care of said dog, co-owner Sexual Sundeun Abdul Blue will be given first right of refusal to take back ownership of said dog.

The above conditions constitute the entirety of said agreement. There are two pages to this agreement.

SO Agreed upon this 14th Day of June, 2019, by and between Sexual Sundeun Abdul Blue and Doug Van Orsdall.

DocuSigned by:

Sexual Blue

24E5A0AE29124CA...

Sexual Sundeun Abdul Blue

DocuSigned by:

Doug Van Orsdall

F964056787CC42A...

Doug Van Orsdall

Plaintiff Sexual Blue Exhibit (b).

AKC Registration Certificate indicating the owner Sexual Blue

AMERICAN KENNEL CLUB

NAME
SIR BLACKIE OF BLUE SEXUAL

BREED
CHINESE SHAR-PEI
COLOR
BLACK

SIRE
SUM-TING-WONG
NP40659001 (07/17)

DAM
PAWCOUNTRY'S ABIGAIL
NP43933401 (02/19)

BREEDER
DEANA M ENGLAND

OWNER
MR. SEXUAL SINDEUN ABDUL BLUE

NUMBER
NP52029902

SEX
MALE
DATE OF BIRTH
AUGUST 06, 2018



**AMERICAN
KENNEL CLUB®**

If a date appears after the name and number of the sire and dam, it indicates the issue of the Stud Book Register in which the sire or dam is published.

This certificate issued with the right to correct or revoke by the American Kennel Club.

REGISTRATION CERTIFICATE

CDCEP1P

Plaintiff Sexual Blue Exhibit (C).

AKC Online Registration page from the Website of AKC still listing Plaintiff as the Owner.



CELEBRATING
135
YEARS

ONLINE CERTIFICATE TRANSFER

New Owners

 **Sexual sindeun Abdul Blue**

sexualblue@gmail.com

(213) 321-1106

13694 MECCA ST

DETROIT

MI 48227-3025 USA

● **Primary Owner**

Remove Owner

CONFIRM OWNERS

Add Another Owner +\$10

BACK

Transaction Number: **20191102007001563**

Current Registration

Registration Number: **NP52029902**

Registration Type: **Full**

Dog's Name: **Sir Blackie Of Blue Sexual**

Breed: **Chinese Shar-Pei**

Litter Birth Date: **08/06/2018**

Sex: **M**

Ownership Period: **11/24/2018 - present**

Current Owners of Record:

Sexual sindeun Abdul Blue

Plaintiff Sexual Blue Exhibit (d).

Email provided to the Plaintiff by the Defendant listing the address

Of where Blackie was being kept at per the terms of the agreement.



reggie jones <1mrblue@gmail.com>

Address for Pick Up Location for Sharpei puppy named Blackie

8 messages

Doug VanOrsdall <dougvanorsdall@gmail.com>

Mon, Jul 1, 2019 at 10:00 PM

To: 1mrblue@gmail.com

July 1, 2019

10:00PM

Sexual Sindeon Abdul Blue-

Per the demand you made on me earlier today, The address you need to give your transportation person that will be picking the Sharpei puppy "Blackie" up from me on July 7, 2019 is as follows:

7656 Highway 441 North
Dillard, GA 30537

July 7, 2019 is a Sunday and I am involved with my church until approximately 2:00 PM. Anytime after 2:00 PM will be fine for your transportation company to meet me. They need to call me in advance, and not the day of pick up, to ensure they will be there as stated in your last text message to me earlier today. My telephone number is 678-914-6900 and I will be expecting a phone call from them prior to July 7, 2019 to confirm this pick up.

Doug

reggie jones <1mrblue@gmail.com>

Sat, Jul 6, 2019 at 7:43 PM

To: Doug VanOrsdall <dougvanorsdall@gmail.com>


[Quoted text hidden]

 **letter to dug Vanorsdall for Blackie.pdf**
63K**reggie jones** <1mrblue@gmail.com>

Tue, Jul 16, 2019 at 9:50 AM

To: Doug VanOrsdall <dougvanorsdall@gmail.com>

[Quoted text hidden]

2 attachments **Doug Vanorsdall.pdf**
139K **Blackie contract.pdf**
198K**Doug VanOrsdall** <dougvanorsdall@gmail.com>

Sun, Jul 21, 2019 at 5:02 PM

To: reggie jones <1mrblue@gmail.com>

July 21, 2019

Mr. Blue-

I received your latest email of July 16, 2019 with an attachment dated July 15, 2019 telling me you have decided to cancel the contract along with making

Plaintiff Sexual Blue Exhibit (e).

Cancellation Notion sent to the Defendant on July 15, of 2019

Breach of Contract Notice

Mr. Sexual Sin De Un Abdul Blue

13694 Mecca Street

Detroit Michigan 48227

July 15, 2019

Mr. Doug Vanorsdall
7656 Highway 441 North
Dillard GA 30537

Dear *Mr. Doug Vanorsdall*,

I had made many attempts to obtain information about Blackie such as his health and Vet name which all has fallen on flat ears. You had refused to respond to my request which I had made this request on (8) difference occasions. Which leads me to assume that you have no interest in upholding our co-ownership agreement which has a value of \$250,000.00 there forth canceling my contract with you that is dated June 14th of 2019 :

Due to this breach of contract as clearly stated above I am cancelling my entire contract with you effective immediately. And I would like to make reservations with you to have Blackie pick up and return back to me within the next 30 days. I will provide a cashier check to the delivery./ pick up service that I employer to pick up blackie in the amount of \$1,400.00. Or I can make the refund using paypal prior to pick up the option would be yours. I am expecting a response from you within (7) days from the date of this letter which will also be sent certified through the United States postage services.

Please email me as soon as possible at the number found above to make arrangements to pick up the Blackie.

Best regards,

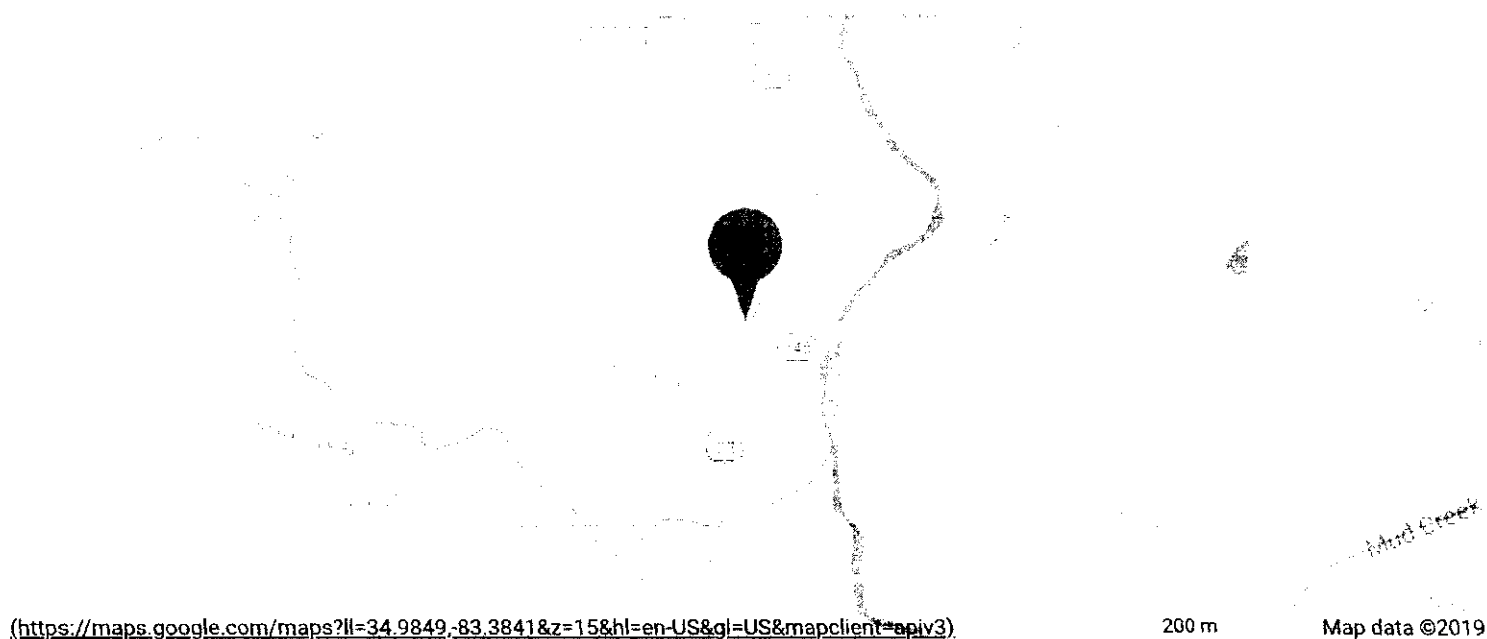
Go to www.AtYourBusiness.com for more free business forms

Plaintiff Sexual Blue Exhibit (F)

Google online print out showing the address provided to the plaintiff by the defendant where Baickie was being house was that of a gas station and a Fake address in violation of the contract.

([https://itunes.apple.com/us/app/surveymini/id569961213?
ls=1&mt=8](https://itunes.apple.com/us/app/surveymini/id569961213?ls=1&mt=8))

([https://play.google.com/store/apps/details?
id=com.surveymini.bolt](https://play.google.com/store/apps/details?id=com.surveymini.bolt))



(<https://maps.google.com/maps?ll=34.9849,-83.3841&z=15&hl=en-US&gl=US&mapclient=apiv3>)

200 m

Map data ©2019

LOCATION

7656 Hwy 441 North,
Dillard, GA 30537

> Directions

(<https://www.google.com/maps/dir//7656+Hwy+441+North,Dillard,GA,30537>)

> All Locations (/brand/1556/chevron)

> Claim Business

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Reviews

Trumpet Chevron

8 ratings

RATING BY CATEGORY

1 (?)
filter=men#reviews)

7 (?)
filter=women#reviews)

3 (?)
filter=couples#reviews)

4 (?)
filter=families#reviews)



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own
reviews?**

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JS 44 (Rev. 02/19)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM)

I. (a) PLAINTIFFS

Sexual Sin de un Abdul Blue

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

Wayne

(c) Attorneys (Firm Name, Address, and Telephone Number)

13694 Mead St
Detroit MI 48227

DEFENDANTS

Doug van Fronsdorff

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff☐ 3 Federal Question (U.S. Government Not a Party)☐ 2 U.S. Government Defendant☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State

PTF

DEF

☒ 1☐ 1

Incorporated or Principal Place of Business In This State

PTF

DEF

☐ 4☐ 4

Citizen of Another State

☐ 2☒ 2

Incorporated and Principal Place of Business In Another State

☐ 5☐ 5

Citizen or Subject of a Foreign Country

☐ 3☐ 3

Foreign Nation

☐ 6☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS--Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

☒ Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

11-4-2019

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

☐ Yes

☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☐ Yes

☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

Notes :
